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Attorneys for Defendants SILO TECHNOLOGIES, INC.
and ASHTON BRAUN

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

MELON CORP.,

Plaintiff,

vs.

SILO TECHNOLOGIES, ASHTON BRAUN,
and DOES 1 THROUGH 20, each individually,

Defendants.

Case No.: 24-CV-04781-VKD

Honorable Virginia K. DeMarchi

**DECLARATION OF VIKRAM SOHAL IN
SUPPORT OF DEFENDANTS' MOTION
TO COMPEL ARBITRATION AND STAY
ACTION**

*[Filed concurrently with Notice of Motion and
Memorandum of Law; Declaration of Jeff
Butler; and [Proposed] Order]*

Date: November 26, 2024

Time: 10:00 a.m.

Crtrm.: 2

Complaint Filed: August 26, 2024

Trial Date: Not Set

DECLARATION OF VIKRAM SOHAL

I, VIKRAM SOHAL, declare:

1. I am an attorney licensed to practice law in California and before this Court. I am employed by Nemecek & Cole, APC, counsel of record for Defendants Silo Technologies, Inc. and Ashton Braun. I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would competently testify thereto.

2. On September 30, 2024, I sent an email to Plaintiffs' counsel to meet and confer about Defendants' planned motion to compel arbitration pursuant to Section 17 of the Future Receivables Sale & Merchant Cash Advance Agreement. On October 1, 2024, I received an email from Plaintiff's attorney, Jason Klinowski, stating that he was going to review my position and circle back. I did not receive any further response from Plaintiff's counsel. A true and correct copy of the foregoing email exchange between Plaintiff's counsel and me is attached hereto as **Exhibit 3**.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed October 7, 2024, at Garden Grove, California.

/s/Vikram Sohal
VIKRAM SOHAL

Exhibit 3



RE: Melon Corp. v. Silo Technologies, Inc. - Case No. 5:24-cv-04781

From Jason Klinowski <jklinowski@aglawyer.com>

Date Tue 10/1/2024 1:39 PM

To Vikram Sohal <vsohal@nemecek-cole.com>; Jo Voight <jvoight@aglawyer.com>; kdiemer@diemerwei.com <kdiemer@diemerwei.com>

Cc Marshall Cole <mcole@nemecek-cole.com>

Vikram,

Thank you for the meet and confer e-mail. I will review your position and the contract provision you cited with Melon Corp. and I will circle back to you.

Sincerely,

Jason R. Klinowski, JD, MBA



P.O. Box 43404 - Birmingham, Alabama - 35243

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Fax: (205) 644-8489

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E-mail: jklinowski@aglawyer.com

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From: Vikram Sohal <vsohal@nemecek-cole.com>

Sent: Monday, September 30, 2024 8:22 PM

To: Jo Voight <jvoight@aglawyer.com>; Jason Klinowski <jklinowski@aglawyer.com>; kdiemer@diemerwei.com

Cc: Marshall Cole <mcole@nemecek-cole.com>

Subject: Melon Corp. v. Silo Technologies, Inc. - Case No. 5:24-cv-04781

Dear Counsel:

We are of the position that your client's claims at issue herein are subject to the mandatory arbitration clause set forth in paragraph 17 of the Future Receivables Sale & Merchant Cash Advance Agreement between Melon Corp. and Silo Technologies. Please let us know whether your client would stipulate to submit its claims to arbitration and to stay this case pending completion of that arbitration. Without such stipulation, we will have to file a motion to compel arbitration and to stay litigation.

We look forward to your response.

Thanks,
Vikram Sohal



VIKRAM SOHAL

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